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INTERSTATE COMMERCE COMMISSION

COLLATERAL ASSIGNMENT OF LEASE

Dated as of January 23, 1973

between

THEODORE L. DALEIDEN, Trustee

and

C. PERRY BASCOM, Trustee

and

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY

EXECUTED IN 12 COUNTERPARTS OF
WHICH THIS IS COUNTERPART No. 2

COLLATERAL ASSIGNMENT OF LEASE dated as of January 23, 1973 (hereinafter called Assignment), by and between THEODORE L. DALEIDEN and C. PERRY BASCOM, as Trustees under the Trust Agreement dated as of the date hereof with INDUSTRIAL LEASING CORPORATION, as Beneficiary (said Trustees hereinafter called the Owner) and NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY (hereinafter called the Vendor).

WHEREAS, the Owner has entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) with the Vendor providing for the sale to the Owner of the security title to the units of railroad equipment (hereinafter called the Units) described in Schedule A to the Conditional Sale Agreement;

WHEREAS, the Owner and MANUFACTURERS RAILWAY COMPANY (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease), providing for the leasing by the Owner to the Lessee of the Units; and

WHEREAS, in order to provide security for obligations of the Owner under the Conditional Sale Agreement and as an inducement to the Vendor to invest in the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement), the Owner has agreed to assign for security purposes its rights in, to and under the Lease to the Vendor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 13 hereof, the Owner hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the Owner's obligations under the Conditional Sale Agreement, all the Owner's right, title and interest as Lessor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other

sums payable to or receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner, as Lessor, is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Vendor in its own name, or the name of its nominee, or in the name of the Owner or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Owner is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

As agent for the Vendor, the Owner agrees to accept any Payments made by the Lessee and to hold and disburse the Payments in accordance with the instructions of the Vendor, and in the absence of any such instructions, as is necessary to satisfy the obligations of the Owner under the Conditional Sale Agreement.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Owner under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Owner or persons other than the Vendor.

3. To protect the security afforded by this Assignment the Owner agrees as follows:

(a) The Owner will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Owner; without the written consent of the Vendor, the Owner will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release

or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease, and the Owner agrees that any amendment, modification or termination thereof without such consent shall be void.

(b) At the Owner's sole cost and expense, the Owner will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Owner under the Lease.

(c) Should the Owner fail to make any payment or to do any act which this Assignment requires the Owner to make or do, then the Vendor, but without obligation so to do, after first making written demand upon the Owner and affording the Owner a reasonable period of time within which to make such payment or do such act, but without releasing the Owner from any obligation hereunder, may make or do the same in such manner and to such extent as the Vendor may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Vendor, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner contained in the Lease; and in exercising any such powers, the Vendor may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner will reimburse the Vendor for such costs, expenses and fees with interest at 9-1/2% per annum.

4. The Owner does hereby constitute the Vendor the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner, or otherwise), to ask, require,

demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Owner is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner's obligations under the Conditional Sale Agreement, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Owner.

6. The Owner represents and warrants that (a) the execution and delivery by the Owner of the Lease, this Assignment and the Conditional Sale Agreement have each been duly authorized, and the Lease, this Assignment and the Conditional Sale Agreement are and will remain the valid and binding obligations of the Owner in accordance with their terms, (b) the Owner has not executed any other assignment of the Lease and the Vendor's right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, agreements, security interests or other encumbrances, (c) notwithstanding this Assignment, the Owner will conform and comply with each and all of the covenants and conditions in the Lease and the Conditional Sale Agreement set forth to be complied with by it, (d) to the knowledge of the Owner, it has performed all obligations on its part to be performed under the Lease and the Conditional Sale Agreement on or prior to the date hereof and (e) the Lease and the Conditional Sale Agreement are in full force and effect and have not been canceled and to the knowledge of the Owner there has not occurred on or prior to the date hereof any Event of Default under the Lease or any event of default under the Conditional Sale Agreement or any event which with notice and/or lapse of time would constitute such an Event of Default or event of default.

If an event of default under the Conditional Sale Agreement shall occur and be continuing, the Vendor may declare all

sums secured hereby immediately due and payable and may at its option without notice and without regard to the adequacy of the security of the sums hereby secured, either in person or by an agent with or without bringing any action or proceeding or by a receiver to be appointed by a court, take possession of and operate the Units or any part thereof in accordance with the terms of the Conditional Sale Agreement and do any acts which the Vendor deems proper to protect the security hereof, either with or without taking possession of the Units. The taking possession of the Units and the taking of any action permitted as aforesaid shall not cure or waive any default or waive, modify or affect any default hereunder or under the Lease or invalidate any act done hereunder.

7. The Owner covenants and agrees with the Vendor that in any suit, proceeding or action brought by the Vendor, as assignee of the Owner's right, title and interest under the Lease for any installment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of the Lease, the Owner will save, indemnify and keep the Vendor harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee, or its successors, arising out of a breach by the Owner of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Owner. Any and all such obligations of the Owner shall be and remain enforceable against and only against the Owner and shall not be enforceable against the Vendor or any parties in whom any of the rights of the Owner under the Lease shall vest by reason of successive assignments or transfers.

8. The Owner will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, re-register, re-record or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure the interests of the Vendor hereunder.

9. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including,

without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder.

10. This Assignment shall be governed by the laws of the State of Rhode Island, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

11. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at 20 Washington Avenue South, Minneapolis, Minnesota 55440, or at such other address as the Vendor shall designate.

12. The Owner will promptly cause this Assignment to be filed and recorded in accordance with Section 20c of the Lease.

13. Anything herein or in the Lease or in the Conditional Sale Agreement contained to the contrary notwithstanding the Vendor for itself and its successors and assigns, hereby agrees with the Owner and its successors and assigns, that the Vendor will not, so long as no Event of Default under the Lease or event of default under the Conditional Sale Agreement has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner to the Vendor by this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated as of January 23, 1973, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused
this Collateral Assignment of Lease to be duly executed as
of the date first above written.

WITNESSETH:

James J. McGuire *Theodore L. Daleiden* Trustee
Theodore L. Daleiden

John J. Hennelly Jr. *C. Perry Bascom* Trustee
C. Perry Bascom

NORTHWESTERN NATIONAL LIFE
INSURANCE COMPANY

[CORPORATE SEAL]

By *E. W. M. Zowar*
Vice President

ATTEST:

J. M. Keen
Asst. Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

) ss.:
)

On this 22nd day of February, 1973, before me personally appeared THEODORE L. DAYEIDEN, to me personally known, who, being by me duly sworn, says that he is a Trustee under a Trust Agreement dated as of January 23, 1973 with Industrial Leasing Corporation as Beneficiary, that said instrument was signed on behalf of said Trust, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust.

Francis A. Thigman
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

My Commission Expires June 30, 1976

STATE OF MISSOURI
CITY OF ST. LOUIS

) ss.:
)

On this 28th day of February, 1973, before me personally appeared C. PERRY BASCOM, to me personally known, who, being by me duly sworn, says that he is a Trustee under a Trust Agreement dated as of January 23, 1973 with Industrial Leasing Corporation as Beneficiary, that said instrument was signed on behalf of said Trust, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust.

Dolores Clark
Notary Public

[NOTARIAL SEAL]

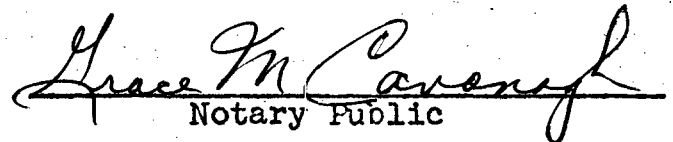
My Commission Expires:

My Commission Expires May 11, 1976

Commissioned within and for the County of St. Louis, Missouri which adjoins City of St. Louis, Missouri, where this act was performed.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.:

On this 15 day of February, 1973, before me personally appeared E.W. McGowan, to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission Expires:

GRACE M. CAVANAGH
Notary Public, Hennepin County, Minn.
~~My Commission Expires January 26, 1978~~